

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI
TWENTY-FIRST JUDICIAL CIRCUIT

ASHLEY RUSSO,

Plaintiff,

v.

MARILYN J. FRASURE,

Defendant.

FILED

OCT 12 2017

Cause No. 16SL-CC04041

Div. No. 18

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

**INTERLOCUTORY ORDER AND APPROVING PARTIAL
WRONGFUL DEATH SETTLEMENT**

On this 21st day of September, 2017, came the parties for hearing on Motion for Approval of Partial Wrongful Death Settlement. Plaintiff appears by counsel and by Affidavit and Defendant Marilyn Frasure appears by counsel. Trial by jury is waived by the parties to this settlement as to this settled claim only. The Court finds as follows:

1. Plaintiff Ashley Loewe-Russo is the surviving spouse of the deceased, Whitley Russo.
2. Tracy Russo is the natural mother of the deceased, Whitley Russo.
3. Mark Russo is the natural father of the deceased, Whitley Russo.
4. There are no other persons entitled to participate herein pursuant to R.S.Mo. §537.080.
5. On or about September 28, 2016, Whitley Russo, sustained injuries and death when he collided with a vehicle driven by Marilyn Frasure in St. Louis County, Missouri.
6. All persons entitled to participate herein received actual and timely notice of this hearing.

7. Plaintiff has asserted claims for damages against Defendant in the Petition for Damages for Wrongful Death filed herein for the injuries to and death of Whitley Russo, when he collided with vehicle driven by Marilyn Frasure on September 28, 2016.

8. Defendant has denied and continues to deny any wrongdoing.

9. The Plaintiff has investigated the facts and circumstances with reference to the wrongful death claim arising out of the death of Whitley Russo. Considering all the facts and circumstances, Plaintiff believes it is in her best interest to waive a trial by judge or jury and to resolve her claims against Defendant.

10. In compromise, settlement and release of these specific claims only, One Hundred Thousand and 00/100 Dollars (\$100,000.00) shall be paid by Defendant or her insurer to the Plaintiff.

11. Such settlement is in the best interest of Plaintiff, and is fair, equitable, and adequate, and such agreement is expressly approved by the Court. The Court further finds that this settlement is a good faith compromise of these disputed claims and is in the best interest of Plaintiff.

12. The settlement with Marilyn Frasure and her insurer for policies issued to her is a full and complete settlement of claims which Plaintiff has against her as a result of the injuries to and death of Whitley Russo on September 28, 2016.

13. Plaintiff shall execute a mutually agreeable, usual and customary Specific Settlement Agreement and Release as to Marilyn Frasure and her insurer for policy(ies) issued to Marilyn Frasure only for the injuries to and death of Whitley Russo. Said release shall not release underinsured and uninsured claims as to Plaintiff's insurers or any other person or individual not released therein.

NOW THEREFORE, the Court being fully advised in the premises, it is hereby **ORDERED, ADJUDGED, DECREED AND THE INTERLOCUTORY JUDGMENT OF THIS COURT**, as follows:

14. The Court does hereby expressly approve said settlement as described above, and does hereby authorize and order Plaintiff to enter into and sign a customary mutually-agreeable Specific Release of Claims as set forth above.

15. Plaintiff shall file with the Court a Memorandum of Receipt and Satisfaction of Interlocutory Judgment, acknowledging receipt of the sum One Hundred Thousand and 00/100 Dollars (\$100,000.00).

16. Plaintiff shall collect the above-referenced sums and they shall be held in the Gray, Ritter and Graham, P.C. client trust account until further order of this Court.

17. Each party to bear its own costs.

18. All other claims not specifically settled herein shall remain pending.

19. Allocation to follow by separate Order.

20. Final Judgment to issue at the conclusion of this case.

IT IS SO ORDERED,


The Honorable Ellen Hannigan Ribaudo

10-12-17